

United States District Court
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

VENUE: SAN FRANCISCO

FILED

UNITED STATES OF AMERICA,

AUG 27 2019

v.

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

LAWRENCE J. GERRANS,
a/k/a LARRY GERRANS,

DEFENDANT(S).

SECOND SUPERSEDING INDICTMENT

18 U.S.C. § 1343 – Wire Fraud;
18 U.S.C. § 1957 – Money Laundering;
18 U.S.C. § 1001(3) – False Statements;
18 U.S.C. § 401(3) – Contempt;
18 U.S.C. § 1512(b)(1) - Witness Tampering;
§ 981(a)(1)(C) & 28 U.S.C. § 2461(c) – Forfeiture Allegation

True Bill
A true bill.

Scott W. Woodward
Foreman

Filed in open court this 27 day of

August 21, 2019
M. Jagneshwari
Clerk

Bail, \$ no money

Elizabeth D. Laporte
ELIZABETH D. LAPORTE
UNITED STATES MAGISTRATE JUDGE

1 DAVID J. ANDERSON (CABN 149604)
2 United States Attorney

FILED

AUG 27 2019

3
4 SUSAN Y. SOONG
5 CLERK, U.S. DISTRICT COURT
6 NORTH DISTRICT OF CALIFORNIA
7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 LAWRENCE J. GERRANS,
15 a/k/a LARRY GERRANS,

16 Defendant.

) No. CR 18-0310 EMC

) VIOLATIONS: 18 U.S.C. § 1343 – Wire Fraud; 18
U.S.C. § 1957 – Money Laundering; 18 U.S.C.
§ 1001(3) – False Statements; 18 U.S.C. § 401(3) –
Contempt; 18 U.S.C. § 1512(b)(1)– Witness
Tampering; § 981(a)(1)(C) & 28 U.S.C. § 2461(c) –
Forfeiture Allegation

) SAN FRANCISCO VENUE

17
18 S E C O N D S U P E R S E D I N G I N D I C T M E N T

19 The Grand Jury charges:

20 Introductory Allegations

21 At all times relevant to this Second Superseding Indictment:

22 1. Defendant, LAWRENCE J. GERRANS, a/k/a LARRY GERRANS (“GERRANS”), was
23 an individual who resided in San Anselmo, California, and conducted business in San Rafael, California.

24 2. Sanovas Inc. (“Sanovas”) was a Nevada corporation with its principal place of business
25 in San Rafael, California. Sanovas’s stated objective was to create medical devices and to patent these
26 devices. GERRANS was the President and CEO of Sanovas. At all times relevant to this Superseding
27 Indictment, Sanovas’s bank account was a JP Morgan Chase account ending in 9874.

28 3. Halo Management Group, LLC (“Halo”) was a limited liability company formed

1 by GERRANS in Nevada on November 28, 2006. At all times relevant to this Superseding Indictment,
2 Halo's principal place of business was 28 Greensburgh Lane in San Anselmo, California. GERRANS
3 was the sole owner of Halo.

4 4. Hartford Legend Capital Enterprises ("Hartford") was a limited liability company formed
5 by GERRANS in Nevada on February 13, 2015. Hartford's principal place of business was Reno,
6 Nevada. GERRANS was the owner of Hartford. GERRANS's cell phone number (ending 3278) was
7 the same as Hartford's business phone number.

8 5. Beginning in approximately 2013 and continuing through March 16, 2015, GERRANS
9 rented a residence at 28 Greensburgh Lane in San Anselmo, California.

10 6. Between April 2, 2013 and May 7, 2014, GERRANS withdrew a total of \$500,000 from
11 his personal Individual Retirement Account ("IRA") and used the funds for personal expenses, including
12 vacations, jewelry, spa treatments, and rent on his personal residence.

13 7. At all times relevant to this Superseding Indictment, the individual C.G. was employed
14 by Sanovas. In May 2014, C.G. took over the accounting duties for Sanovas.

15 8. In the summer of 2014, GERRANS directed C.G. to create after-the-fact accounting
16 entries dating back to January 2010 for consulting and professional services that Halo supposedly
17 provided to Sanovas.

18 9. On August 20, 2014, GERRANS opened a bank account in Nevada ending in 6937 in the
19 name of Halo Management Group LLC, and listed as Halo's phone number the number ending 3278
20 alleged above as GERRANS's cell phone number.

21 10. On March 6, 2015, Sanovas convened its first meeting of the newly constituted Board of
22 Directors ("BOD"). The principal order of business at this meeting was compensation for GERRANS.
23 Among other things, GERRANS requested that the BOD reimburse GERRANS for deferred
24 compensation based on the liquidation of GERRANS's IRA and accompanying penalties. GERRANS
25 advised the BOD that he had expended the IRA funds in furtherance of Sanovas's business.

26 11. On March 17, 2015, GERRANS purchased the residence at 28 Greensburgh Lane in San
27 Anselmo, California for \$2,570,000.00.

12. In 2016 and 2017, GERRANS obtained American Express corporate credit cards for Sanovas that were issued to, among others, GERRANS and his wife, S.G. In 2017, GERRANS' American Express corporate credit card ended in 81006.

13. The credit card transactions on the American Express Sanovas corporate credit cards ending in 81006 were processed by American Express's computer server located outside California.

14. On July 23, 2018, a United States Magistrate Judge released GERRANS on a bond which set conditions of release including a special condition that the “defendant shall have no contact with [C.G.] re: criminal case outside presence of [C.G.’s] counsel.” The July 23, 2018 order also stated: “Defendant shall not harass, threaten, intimidate, injure, tamper with, or retaliate against any witness, victim, informant, juror, or officer of the Court, or obstruct any criminal investigation.”

The Scheme and Artifice to Defraud

15. Beginning at a date unknown and continuing until at least December 2017, defendant LAWRENCE J. GERRANS, through the entities he controlled called Halo and Hartford, and in his role as the President and CEO of Sanovas,

(a) sought BOD approval for reimbursement to GERRANS from Sanovas for the liquidation of his IRA and penalties, without disclosing to the BOD that proceeds from the IRA were used for personal expenses that were not incurred in furtherance of Sanovas's business;

(b) sought BOD approval for payment of deferred compensation to GERRANS without disclosing that he had already received payments through his ownership of Halo and his submission of materially false Halo invoices to Sanovas for services and expenses that were supposedly provided or incurred by Halo when, in fact, as GERRANS well knew, Halo was not a legitimate independent consulting firm and provided no independent services to Sanovas because Halo was owned and operated by GERRANS; and

(c) created Hartford as a shell company to serve as a conduit for flow-through money from Sanovas and Halo, which money GERRANS obtained from Sanovas without the knowledge or approval of the Sanovas BOD, and which money GERRANS thereafter

1 used to purchase his personal residence at 28 Greensburgh Lane in San Anselmo,
2 California;

3 (d) used his Sanovas American Express corporate credit card to enrich himself and his
4 family by making personal charges on the corporate credit cards, including the card
5 ending in 81066, and having those personal charges paid for by Sanovas.

6 16. In furtherance of this scheme and artifice, GERRANS committed or caused to be
7 committed the following acts, among others:

- 8 a) On January 9, 2015, GERRANS caused a check numbered 7175 from Sanovas's
9 bank account ending in 9874 to be issued to himself for \$131,673.20;
- 10 b) On January 10, 2015, GERRANS opened a new account in his name at JP
11 Morgan Chase in Greenbrae, California ending in 1883 and deposited Sanovas
12 check number 7175 into that account;
- 13 c) On February 13, 2015, GERRANS formed Hartford in Nevada;
- 14 d) On February 25, 2015, GERRANS entered into a California Residential Purchase
15 Agreement to purchase a residence at 28 Greensburgh Lane, San Anselmo,
16 California;
- 17 e) On February 25, 2015, GERRANS wire transferred \$77,100 from GERRANS's
18 bank account at JP Morgan Chase in Greenbrae ending in 1883 to Stewart Title of
19 California, Inc. ("Stewart Title");
- 20 f) On March 3, 2015, GERRANS opened a bank account in Nevada ending in 8584
21 in the name of Hartford Legend Capital Enterprises and listed Hartford's phone
22 number as the number ending 3278 alleged above;
- 23 g) On March 6, 2015, GERRANS convened the first meeting of the newly
24 constituted Sanovas BOD. At or before this meeting GERRANS requested, but
25 did not receive, approval from the BOD for the payment of deferred
26 compensation from Sanovas and reimbursement for liquidation of his IRA and
27 penalties from Sanovas, which IRA funds GERRANS claimed had been expended
28 in furtherance of Sanovas's business;

- 1 h) Between January 20, 2015 and March 13, 2015, GERRANS deposited six checks
- 2 made payable to Halo drawn on Sanovas's JP Morgan Chase bank account ending
- 3 in 9874, totaling \$1,435,544.25, into Halo's bank account ending in 6937;
- 4 i) On March 13, 2015, GERRANS deposited two checks made payable to Hartford
- 5 drawn on Sanovas's JP Morgan Chase bank account ending in 9874 totaling
- 6 \$314,750, into Hartford's bank account ending in 8584;
- 7 j) On March 13, 2015, GERRANS wire transferred \$80,000 from Sanovas's JP
- 8 Morgan Chase bank account ending in 9874 to Halo's bank account in Nevada
- 9 ending in 6937;
- 10 k) On March 16, 2015, GERRANS wire transferred \$130,000 from Sanovas's JP
- 11 Morgan Chase bank account ending in 9874 to an existing checking account in his
- 12 and the individual S.G.'s names ending in 6055;
- 13 l) On March 16, 2015, GERRANS wire transferred \$65,000 from Sanovas's JP
- 14 Morgan Chase bank account ending in 9874 to an existing checking account held
- 15 in his and another individual's name ending in 6055;
- 16 m) On March 16, 2015, GERRANS wire transferred \$250,000 from Sanovas's JP
- 17 Morgan Chase bank account ending in 9874 to Hartford's bank account in Nevada
- 18 ending in 8584;
- 19 n) On March 16, 2015, GERRANS wire transferred an additional \$250,000 from
- 20 Sanovas' JP Morgan Chase bank account ending in 9874 to Hartford's bank
- 21 account in Nevada ending in 8584;
- 22 o) On March 16, 2015, GERRANS caused \$1,461,000 to be transferred from Halo's
- 23 bank account in Nevada ending in 6937 to Hartford's bank account in Nevada
- 24 ending in 8584;
- 25 p) On March 16, 2015, GERRANS wire transferred \$35,000 from his bank account
- 26 ending in 1883 to Hartford's bank account in Nevada ending in 8584;
- 27 q) On March 17, 2015, GERRANS wire transferred \$200,000 from his existing
- 28 checking account held in his and another individual's name ending in 6055 to

1 Stewart Title for the purchase of a residence at 28 Greensburgh Lane, in San
2 Anselmo California;

3 r) On March 17, 2015, GERRANS wire transferred \$2,303,966.42 from Hartford's
4 bank account in Nevada ending in 8584 to Stewart Title for the purchase of a
5 residence at 28 Greensburgh Lane in San Anselmo California;

6 s) On March 17, 2015, GERRANS purchased the residence at 28 Greensburgh Lane
7 in San Anselmo, California in part using \$2,303,966.42 from Hartford's bank
8 account in Nevada ending in 8584 for the purchase; and

9 t) On May 9, 2015, GERRANS told the Sanovas BOD he was entitled to deferred
10 compensation from Sanovas and unpaid back salary in part because GERRANS
11 had liquidated his IRA and used the proceeds to fund Sanovas.

12 u) Between 2016 and December 2017, GERRANS used the Sanovas American
13 Express corporate credit cards, including the credit card ending in 81006 for
14 personal charges for his and his family's benefit

15 v) On April 10, 2017, GERRANS charged \$32,395.77 to the Sanovas American
16 Express corporate credit card ending in 81006 which was for payment of property
17 taxes on his personal residence at 28 Greensburgh Lane,

18 w) On April 29, 2017, GERRANS charged \$12,500 to Busra Carpets and Gifts on the
19 Sanovas American Express corporate credit card ending in 81006 which was for
20 the purchase of luxury carpets for his personal residence at 28 Greensburgh Lane,

21 x) GERRANS instructed C.G. to falsify Sanovas' accounting records to make it
22 appear that the personal charges GERRANS incurred on the Sanovas American
23 Express cards, including the card ending in 81006, were legitimate Sanovas
24 business expenses.

25 17. The representations GERRANS made to the Sanovas BOD to reimburse GERRANS for
26 deferred compensation based on liquidating his IRA and unpaid back salary were false because, among
27 other reasons, (i) the IRA proceeds were not used in furtherance of Sanovas's business (instead, as
28 GERRANS well knew, he used the IRA proceeds for personal expenses, including the purchase of a

\$55,372 lady's diamond ring, spa treatments, luxury vacations, and rent on his personal residence);
(ii) GERRANS concealed from the Sanovas BOD that GERRANS had received significant payments from Sanovas through GERRANS's ownership and control of Halo; and (iii) GERRANS had already transferred monies from Sanovas to Halo and Hartford before any deferred compensation was approved by the Sanovas BOD. The entries GERRANS instructed C.G. to make in Sanovas' accounting records were false because, among other reasons, certain of the charges GERRANS incurred on the Sanovas American Express corporate credit cards, including the card ending in 81006 were for GERRANS and his family's personal expenses.

COUNTS ONE THROUGH FIVE: (18 U.S.C. § 1343 – Wire Fraud)

18. Paragraphs 1 through 17 are realleged and incorporated as if fully set forth here.

19. Beginning at a date unknown and continuing until at least December 2017, in the Northern District of California and elsewhere, the defendant,

LAWRENCE J. GERRANS,

did knowingly devise and intend to devise a scheme and artifice to defraud as to a material matter, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and omission and concealment of material facts, with a duty to disclose, and, for the purpose of executing his schemes and artifices to defraud, did transmit and cause to be transmitted by means of wire communication in interstate commerce, certain writings, signs, signals, pictures, and sounds, namely, wire transfers as described in the separate counts below:

Count	Date	Description of Wire Communication
1	March 13, 2015	\$80,000 transfer from Sanovas's JP Morgan Chase bank account in San Rafael, California ending in 9874 to Halo's bank account ending in 6937 in Nevada
2	March 16, 2015	\$250,000 transfer from Sanovas's JP Morgan Chase bank account in San Rafael, California ending in 9874 to Hartford's bank account ending in 8584 in Nevada
3	March 16, 2015	\$250,000 transfer from Sanovas's JP Morgan Chase bank account in San Rafael, California ending in 9874 to Hartford's bank account ending in 8584 in Nevada
4	April 10, 2017	\$32,395.77 charge to Marin County for property taxes for 28 Greensburgh Lane on the Sanovas American Express corporate credit card ending in 81006

Count	Date	Description of Wire Communication
5	April 29, 2017	\$12,500 charge to Busra Carpets and Gifts on the Sanovas American Express corporate credit card ending in 81006

Each in violation of Title 18, United States Code, Section 1343.

COUNT SIX: (18 U.S.C. § 1957 – Engaging in Monetary Transactions in Criminally Derived Property)

20. Paragraphs 1 through 17 and Counts One through Three are realleged and incorporated as if fully set forth here.

21. On or about the date set forth below, in the Northern District of California and elsewhere, the defendant,

LAWRENCE J. GERRANS,

did knowingly engage in a monetary transaction by, through, and to a financial institution, in and affecting interstate commerce, involving criminally derived property of a value greater than \$10,000, said property having in fact been derived from a specified unlawful activity, namely, wire fraud, as set forth below:

Count	Approx. Date	Description of Transaction
6	March 17, 2015	\$2,303,966.42 wire transfer from Hartford's bank account ending in 8584 in Nevada to Stewart Title in Greenbrae, California

All in violation of Title 18, United States Code, Section 1957.

COUNT SEVEN: (18 U.S.C. § 1001(3) – False Statements)

22. Paragraphs 1 through 17 are realleged and incorporated as if fully set forth here.

23. On or about June 5, 2017, in the Northern District of California and elsewhere, the defendant,

LAWRENCE J. GERRANS,

did knowingly and willfully make and use false writings and documents knowing that said writings and documents contained materially false, fictitious, and fraudulent statements in a matter within the jurisdiction of the executive branch of the Government of the United States, to wit, the submission to the

1 Federal Bureau of Investigation of materially false invoices from Halo Management Group pertaining to
2 his wife, S.G., for the time period January 2010 through March 2010.

3 All in violation of Title 18, United States Code, Section 1001(3).

4 COUNT EIGHT: (18 U.S.C. § 1001(3) – False Statements)

5 24. Paragraphs 1 through 17 are realleged and incorporated as if fully set forth here.

6 25. On or about June 5, 2017, in the Northern District of California and elsewhere, the
7 defendant,

8 LAWRENCE J. GERRANS,

9 did knowingly and willfully make and use false writings and documents knowing that said writings and
10 documents contained materially false, fictitious, and fraudulent statements in a matter within the
11 jurisdiction of the executive branch of the Government of the United States, to wit, the submission to the
12 Federal Bureau of Investigation of materially false invoices from Halo Management Group pertaining to
13 Lawrence Gerrans for the time period January through March 2010.

14 All in violation of Title 18, United States Code, Section 1001(3).

15 COUNT NINE: (18 U.S.C. § 1001(3) – False Statements)

16 26. Paragraphs 1 through 15 are realleged and incorporated as if fully set forth here.

17 27. On or about September 8, 2017, in the Northern District of California and elsewhere, the
18 defendant,

19 LAWRENCE J. GERRANS,

20 did knowingly and willfully make and use false writings and documents knowing that said writings and
21 documents contained materially false, fictitious, and fraudulent statements in a matter within the
22 jurisdiction of the executive branch of the Government of the United States, to wit, the submission to the
23 Federal Bureau of Investigation of a materially false “Secured Promissory Note” from Lawrence
24 Gerrans and S.G. to Hartford Legend Capital Enterprises dated March 17, 2015.

25 All in violation of Title 18, United States Code, Section 1001(3).

26 COUNT TEN: (18 U.S.C. § 401(3)—Contempt)

27 28. Beginning in or about July 2018 and continuing through in or about August 13, 2019, in
28 the Northern District of California, the defendant,

LAWRENCE J. GERRANS,

did knowingly and intentionally disobey and resist a lawful order, rule, decree, and command of a court of the United States, namely, an order of United States Magistrate Judge Maria-Elena James in criminal case CR-18-0310-EMC, in the United States District Court for the Northern District of California, San Francisco Division, that the defendant shall be released on bond with restrictive conditions including, among others: (1) Defendant shall not harass, threaten, intimidate, injure, tamper with, or retaliate against any witness, victim, informant, juror, or officer of the Court, or obstruct any criminal investigation.”; (2) “defendant shall have no contact with [C.G.] re: criminal case outside presence of [C.G.’s] counsel.”

GERRANS disobeyed and resisted this lawful order, rule, decree, and command of a court of the United States by, among other acts, knowingly and intentionally: (1) providing a “throw away” phone to C.G. so that C.G. and GERRANS could communicate about the criminal case; (2) giving C.G. directives regarding C.G.’s testimony in the criminal case; (3) intimidating, injuring and retaliating against C.G.

All in violation of Title 18, United States Codes Sections 401(3) and 3147.

COUNT ELEVEN: (18 U.S.C. § 1512(b)(1)--Witness Tampering)

29. Beginning at a date unknown, but sometime after July 23, 2018 and continuing through August 13, 2019 in the Northern District of California, the defendant,

LAWRENCE J. GERRANS,

did knowingly use intimidation, threaten and attempt to corruptly persuade another person with the intent to influence, delay or prevent the testimony of a person, to wit, C.G., in an official proceeding.

All in violation of Title 18, United States Code, Sections 1512(b)(1) and 3147.

COUNT TWELVE: (18 U.S.C. § 1503—Obstruction of Justice)

30. Beginning at a date unknown, but sometime after July 23, 2018, and continuing through August 13, 2019 in the Northern District of California, the defendant,

LAWRENCE J. GERRANS,

corruptly and by threats or force and by a threatening communication attempted to influence, obstruct and impede the due administration of justice in the criminal case *United States v. Lawrence J. Gerrans*, CR 18-0310 EMC.

1 All in violation of Title 18, United States Code, Sections 1503 and 3147.

2 FORFEITURE ALLEGATION: (18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

3 31. The allegations of Counts One through Three of this Indictment are realleged and fully
4 incorporated herein for the purpose of alleging forfeiture pursuant to the provisions of 18 U.S.C.
5 § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

6 32. Upon a conviction of any offense alleged in Counts One through Three, the defendant,

7 LAWRENCE J. GERRANS,

8 shall forfeit to the United States all property constituting and derived from proceeds traceable to said
9 offense, including but not limited to 28 Greensburgh Lane, San Anselmo, California representing the
10 amount of proceeds obtained as a result of the offense.

11 27. If any of said property, as a result of any act or omission of the defendant:

- 12 (a) cannot be located upon the exercise of due diligence;
- 13 (b) has been transferred or sold to or deposited with, a third person;
- 14 (c) has been placed beyond the jurisdiction of the Court;
- 15 (d) has been substantially diminished in value; or
- 16 (e) has been commingled with other property which cannot be subdivided without
17 difficulty;

18 any and all interest defendant has in other property shall be vested in the United States and forfeited to
19 the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 21, United States
20 Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c) and Rule 32.2 of
21 the Federal Rules of Criminal Procedure.

22 DATED: August 27, 2019

A TRUE BILL


FOREPERSON

24 DAVID L. ANDERSON
United States Attorney

26 (Approved as to form: 

27 AUSA Robin Harris

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT

BY: COMPLAINT INFORMATION INDICTMENT
 SECOND SUPERSEDING

OFFENSE CHARGED

18 U.S.C. § 1343 - Wire Fraud;
 18 U.S.C. § 1957 - Money Laundering;
 18 U.S.C. § 1001(3) - False Statements;
 18 U.S.C. § 401(3) - Contempt;
 18 U.S.C. § 1512(b)(1) - Witness Tampering;
 18 U.S.C. § 1503 - Obstruction of Justice &
 28 U.S.C. § 2461(c) - Forfeiture Allegation

+ Petty
 Minor
 Misdemeanor
 Felony

PENALTY: See attachment.

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

DEFENDANT - U.S.

LAWRENCE J. GERRANS, a/k/a LARRY GERRANS

DISTRICT COURT NUMBER
CR 18-00310 EMC**FILED**

AUG 27 2019

DEFENDANT

SUSAN Y. SOONG

CLERK, U.S. DISTRICT COURT

Has not been arrested pending outcome this proceeding.

1) If not detained give date any prior summons was served on above charges →
 2) Is a Fugitive
 3) Is on Bail or Release from (show District)

IS IN CUSTODY

4) On this charge
 5) On another conviction } Federal State
 6) Awaiting trial on other charges
 If answer to (6) is "Yes", show name of institution

Has detainer Yes
been filed? NoIf "Yes"
give date
filed

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY Month/Day/Year

 This report amends AO 257 previously submitted

Name and Office of Person Furnishing Information on this form DAVID L. ANDERSON

 U.S. Attorney Other U.S. Agency

Name of Assistant U.S. Attorney (if assigned) Robin L. Harris

PROCESS: SUMMONS NO PROCESS* WARRANT

Bail Amount: _____

If Summons, complete following:

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

 Arraignment Initial AppearanceDefendant Address:

Date/Time: _____ Before Judge: _____

Comments:

ATTACHMENT TO PENALTY SHEET

Counts 1 through 5 (each count):

20 years imprisonment;
\$250,000 fine;
\$100 special assessment;
3 years supervised release;
Restitution as determined by the Court

FILED

AUG 27 2019

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

Count 6:

10 years imprisonment;
\$250,000 fine or 2X the amount of the criminally derived property;
\$100 special assessment;
3 years supervised release

Counts 7 through 9 (each count):

5 years imprisonment;
\$250,000 fine;
\$100 special assessment;
1 year of supervised release

Count 10:

A term of imprisonment to be determined by the Court and as much as 10 years consecutive term of imprisonment
\$250,000 fine;
\$100 special assessment;
Supervised release to be determined by the Court

Count 11:

20 years imprisonment and as much as 10 years consecutive term of imprisonment;
\$250,000 fine;
\$100 special assessment;
3 years supervised release

Count 12:

10 year consecutive term of imprisonment;
\$250,000 fine \$100 special assessment;
3 years supervised release